

1709 KIRBY PARKWAY
MEMPHIS, TN 38120
401-155-5400 CONSTRUCTION
DEED OF TRUST

BOOK 775 PAGE 426

This Indenture made and entered into this 21st day of July, 1995

by and between HEARTLAND HOMES LIMITED PARTNERSHIP BY HEARTLAND HOMES, INC., GENERAL PARTNER

party of the first part, and
second part,

H. RAY BELILES, OF SHELBY COUNTY, TENNESSEE

Trustee, party of the

WITNESSETH: That for and in consideration of Five Dollars Cash in hand paid by the party of the second part to the party of the first part, and the debt and trusts hereinafter mentioned, said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate situated and being in Shelby County, Tennessee, to-wit:

Lot 14, Country Village West, Section A, in Section 3, Township 2 South, Range 7 West, Desoto County, Mississippi, as per plat thereof recorded in Plat Book 47, Page 24, in the office of the Chancery Clerk of Desoto County, Mississippi.

CANCELLED BY AUTHORITY RECORDED IN BOOK
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TO HAVE AND TO HOLD, the aforescribed real estate, together with all the hereditaments and appurtenances thereto belonging or in any wise appertaining unto the said party of the second part, his successors and assigns, in fee simple for the said party of the first part does hereby covenant with the said party of the second part, his successors and assigns, that he is lawfully seized of the aforescribed real estate; that he has a good right to sell and convey the same; that the same is unincumbered,

W. E. Davis
CHANCERY CLERK
By G. Stanley

and that the title and quiet possession thereto he will and his heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons.

But this is a Deed of Trust, and is made for the following uses and purposes, and none other; that is to say: the said party of the first part is justly indebted to PULASKI MORTGAGE COMPANY 5800 "R" STREET LITTLE ROCK, AR 72207 or the holder of the notes hereinafter mentioned, in the sum of SEVENTY ONE THOUSAND FIVE HUNDRED NINETY TWO AND NO/100 Dollars, evidenced by a promissory note of even date herewith payable to PULASKI MORTGAGE COMPANY in the amount of \$71,592.00, with terms as set out in said note and due and payable on or before JULY 21, 1996.

GRANTOR: HEARTLAND HOMES
2753 MENDENHALL RD. S. #30
MEMPHIS, TN 38115
(901) 363-5016

STATE MS. - DESOTO CO.
FILED

AUG '2 12 11 PM '95

GRANTEE: PULASKI MORTGAGE
5800 "R" STREET
LITTLE ROCK, AR 72207
(501) 661-0750

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W. E. DAVIS CH. CLK.
By G. Stanley

The party of the first part desires to secure and make certain the payment of said indebtedness and of any and all renewals and extensions thereof. Now, therefore, the party of the first part agrees and binds himself that, so long as any part of the indebtedness aforesaid shall remain unpaid, he will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts with the holder of the greater portion of the outstanding indebtedness secured hereby; will insure the buildings on said property for not less than \$ MARKET

in some insurance company or companies approved by the holder of the greater portion of the outstanding indebtedness secured hereby and cause said policies to be made payable to said Trustee, for the benefit of the owner of said indebtedness as his interest may appear, or at the direction of the holder of the greater portion of the outstanding indebtedness said policies shall be made payable to the owner of said indebtedness as his interest may appear, and deposit said policies with the holder of the greater portion of the outstanding indebtedness secured hereby as further security for said debt, no responsibility for the approval or maintenance of insurance being imposed upon the Trustee; will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will not do anything or suffer or permit anything to be done whereby the lien of this Deed of Trust might or could be impaired; will pay such expenses and fees as may be necessary in the protection of the property and the maintenance and execution of this trust, including, but not being limited to, expenses incurred by the Trustee in any legal proceeding to which he is made or becomes a party. The net proceeds resulting from the taking of all or any part of the property by eminent domain, or from any sale in lieu thereof, shall be applied upon the indebtedness in inverse order of its maturity; and in the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity, or at the option of the party of the first part, his heirs, successors and assigns, such proceeds may be used to restore the improvements to their former condition.

The owner of any part of the indebtedness aforesaid may, at his discretion, advance and pay such sums as may be proper to satisfy taxes, maintain insurance and repairs, and protect and preserve the property; and such amounts so paid shall be held and treated as part of the expense of administering this trust, shall be repaid on demand with interest at the highest rate legally chargeable on the date of the advance, and shall be secured by the lien of this Deed of Trust.

If the said party of the first part shall pay said indebtedness when due, and shall pay such sums as shall be necessary to discharge taxes and maintain insurance and repairs and the costs, fees and expenses of making, enforcing and executing this trust, when they shall severally be due and payable, then this conveyance shall become void, and the owner of the indebtedness shall execute proper deed of release or enter marginal satisfaction on the record of this deed of trust, or in the alternative, the Trustee may reconvey by quit claim the property herein described, at expense of said party of the first part.

But if said party of the first part shall fail to pay any part of said indebtedness, whether principal or interest, promptly when the same becomes due, or shall fail to pay any sum necessary to satisfy and discharge taxes and assessments before they become delinquent, or to maintain insurance or repairs, or the necessary expense of protecting the property and executing this trust, then, or in either event, all of the indebtedness herein secured shall, at the option of the owner of any of said indebtedness and without notice, become immediately due and payable, principal and interest, and the said Trustee is hereby authorized and empowered to enter and take possession of said property, and before or after such entry to advertise the sale of said property for twenty-one days by three weekly notices in some newspaper published in Memphis, Tennessee, if the land described in this Deed of Trust is situated in Shelby County, Tennessee, or in some newspaper published in the County or Counties in which the land described in this Deed of Trust is situated, if other than Shelby County, Tennessee, and sell said property for cash to the highest bidder, free from equity of redemption, statutory right of redemption, homestead, dower, and all other rights and exemptions of every kind, all of which are hereby expressly waived, and said Trustee shall execute a conveyance to the purchaser, in fee simple, and deliver possession to the purchaser, which the party of the first part binds himself shall be given without obstruction, hindrance or delay.

The owners of any part of the indebtedness hereby secured may become the purchaser at any sale under this conveyance.

If the notes secured hereby are placed in the hands of an attorney for collection, by suit or otherwise, or to enforce their collection by foreclosure or to protect the security for their payment, the party of the first part will pay all costs of collection and litigation, together with an attorney's fee as provided in said notes, or, if none is so provided, a reasonable attorney's fee, and the same shall be a lien on the premises herein conveyed and enforced by the sale of the property as herein provided.

The proceeds of any sale shall be applied as follows: first to the payment of the expenses of making, maintaining and executing this trust, the protection of the property, including the expense of any litigation and attorney's fees, and the usual commissions to the Trustee; second, to the payment of indebtedness herein secured or intended so to be, without preference or priority of any part over any other part, and any balance of said indebtedness remaining unpaid shall be the subject of immediate suit; and, third, should there be any surplus, the Trustee will pay it to the party of the first part or his assigns. In the event of death, refusal, or inability to act hereunder for any cause of the Trustee named herein, or of any successor trustee, or for any other reason satisfactory to the owner of any of said indebtedness, the owner or owners of the majority of the outstanding indebtedness aforesaid are authorized either in their own name or through an attorney or attorneys in fact appointed for that purpose by written instrument duly registered, to name and appoint a successor or successors to

execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustee named herein and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid. The party of the first part, for himself, his heirs, successors, representatives and assigns, covenants and agrees that at any time after default in payment of any of the indebtedness hereby secured, or upon failure to perform any of the covenants to be kept and performed by him, said Trustee may enter upon and take possession of said property and collect the rents and profits therefrom with payment of such to the trustee after default being full acquittance to the tenant, but the Trustee shall be required to account only for the net rents, received by him; and from and after the conveyance of said property under this Deed of Trust, the party of the first part, and all persons under him shall, at the option of the purchaser, be and become the tenant at will of the purchaser, at a reasonable monthly rental, commencing with the date of delivery of the Trustee's Deed.

In the event that more than one Trustee be named herein, any one of such Trustees shall be clothed with full power to act when action hereunder shall be required, and to execute any conveyance of said property. In the event that more than one Trustee be named herein and the substitution of a trustee shall become necessary for any reason, the substitution of one trustee in the place of those or any of those named herein shall be sufficient. The term "Trustee" shall be construed to mean "Trustees" whenever the sense requires. The necessity of the Trustee herein named, or any successor in trust, making oath or giving bond, is expressly waived.

No waiver by the party of the second part or by the holder of the indebtedness secured hereby shall be construed as a waiver of a subsequent similar default or any other default by the party of the first part.

The singular number may be construed as plural, and the plural as singular, and pronouns occurring herein shall be construed according to their proper gender and number, as the context of this instrument may require.

IN WITNESS WHEREOF, the party of the first part has executed this instrument on the day and year first above written.

BY:

MARK STEVEN LIVINGSTON, VICE-PRESIDENT

HEARTLAND HOMES LIMITED PARTNERSHIP

BY HEARTLAND HOMES, INC., GENERAL

PARTNER

JAMES M. MEYER, EXECUTIVE VICE-PRESIDENT

STATE OF OKLAHOMA
COUNTY OF Oklahoma

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared James M. Meyer, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Executive Vice-President of Heartland Homes, Inc., the within named bargainor, a corporation, in that he as such Executive Vice-President being authorized so to do, executed the foregoing instrument for the purposes contained therein by signing the name of the corporation by himself as such Executive Vice-President.

Further, James M. Meyer, as Executive Vice-President, of Heartland Homes, Inc. acknowledged said corporation to be the General Partner of Heartland Homes Limited Partnership, the within named bargainor, a limited partnership, and that it as such General Partner, executed the foregoing instrument for the purpose contained therein, be signing the name of the partnership by itself as General Partner.

Witness my hand and seal, this 21st day of July, 1995.



Sue Simmons
Notary Public

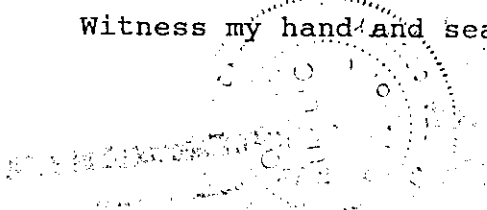
My Commission Expires: 5-19-96

STATE OF OKLAHOMA
COUNTY OF Oklahoma

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared Mark Steven Livingston, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Vice-President of Heartland Homes, Inc., the within named bargainor, a corporation, in that he as such Vice-President being authorized so to do, executed the foregoing instrument for the purposes contained therein by signing the name of the corporation by himself as such Vice-President.

Further, Mark Steven Livingston, as Vice-President, of Heartland Homes, Inc. acknowledged said corporation to be the General Partner of Heartland Homes Limited Partnership, the within named bargainor, a limited partnership, and that it as such General Partner, executed the foregoing instrument for the purpose contained therein, be signing the name of the partnership by itself as General Partner.

Witness my hand and seal, this 21st day of July, 1995.



Sue Simmons
Notary Public

My Commission Expires: 5-19-96